

**SERVICE AGREEMENT BETWEEN
CITY OF LINCOLN AND
NEBRASKA HOUSE CALL PHYSICIANS, P.C.**

I. INTRODUCTION.

This Agreement is between the City of Lincoln, Nebraska (**CITY**), on behalf of the Lincoln-Lancaster County Health Department (**LLCHD**), for physician medical services, and Nebraska House Call Physicians, P.C. (**PROGRAM PROVIDER**), with a place of business at P.O. Box 22359, Lincoln, NE, 68542 and phone number 402-730-6870.

The public health programs conducted by the LLCHD involve services requiring supervision by a physician with a current Nebraska medical license. The Health Director, not being a graduate of a medical school, is unavailable to perform such services. The nature of the work to be performed by the physician can be divided into two functional areas: clinical medical services and consultant to the LLCHD's Community Health Services Division.

II. SERVICES.

The Program Provider and City enter this Agreement for the Program Provider to:

1. Provide medical services to LLCHD in accordance with protocols and procedures established by LLCHD.
2. Provide medical services in the following LLCHD clinics: Sexually Transmitted Infection (STI) and General Assistance (GA) Medical Clinic. Provider days and hours of coverage can be changed with prior notice and approval by both Parties.
3. Provide a medical provider (i.e. physician, physician assistant, and/or nurse practitioner) for a total not to exceed 26 clinical hours per week. When LLCHD is closed due to planned holidays, clinic hours are not expected to total 26 hours for that particular week. Provide at least one or more medical providers, as needed, at each of the following clinics:
 - a) Week 1 of each month (total of 26 clinical hours):
 - Clinic 1, Monday: 8 a.m. to 5 p.m. GA Clinic, 9 hours
 - Clinic 2, Tuesday: 1:30 p.m. to 4:30 p.m., STI Clinic, 3 hours
 - Clinic 3, Wednesday: 8 a.m. to 2:30 p.m., GA Clinic, 6 hours
 - Clinic 4, Thursday: 1 p.m. to 4 p.m., GA Clinic, 3 hours
 - Clinic 5, Thursday: 5 p.m. to 7:30 p.m., STI Clinic 2.5 hours, 2 providers
 - b) Weeks 2 and 4 of each month (total of 19.5 clinical hours per week):
 - Clinic 6, Monday: 12:30 p.m. to 4 p.m., GA Clinic, 3.5 hours
 - Clinic 7, Tuesday: 1:30 p.m. to 4:30 p.m., STI Clinic, 3 hours
 - Clinic 8, Wednesday: 8 a.m. to 1 p.m., GA Clinic, 5 hours
 - Clinic 9, Thursday: 1 p.m. to 4 p.m., GA Clinic, 3 hours
 - Clinic 10, Thursday: 5 p.m. to 7:30 p.m., STI Clinic 2.5 hours, 2 providers
 - c) Week 3 of each month (total of 23 clinical hours per week):
 - Clinic 11, Monday: 12 p.m. to 6 p.m., GA Clinic, 6 hours

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- Clinic 12, Tuesday: 1:30 p.m. to 4:30 p.m., STI Clinic, 3 hours
- Clinic 13, Wednesday: 8 a.m. to 2:30 p.m., GA Clinic, 6 hours
- Clinic 14, Thursday: 1 p.m. to 4 p.m., GA Clinic, 3 hours
- Clinic 15, Thursday: 5 p.m. to 7:30 p.m., STI Clinic 2.5 hours, 2 providers
- d) Week 5 of each month (total of 22 clinical hours per week):
 - Clinic 16, Monday: 12 p.m. to 4:30 p.m., GA Clinic, 4.5 hours
 - Clinic 17, Tuesday: 1:30 p.m. to 4:30 p.m., STI Clinic, 3 hours
 - Clinic 18, Wednesday: 8 a.m. to 3 p.m., GA Clinic, 6.5 hours
 - Clinic 19, Thursday: 1 p.m. to 4 p.m., GA Clinic, 3 hours
 - Clinic 20, Thursday: 5 p.m. to 7:30 p.m., STI Clinic 2.5 hours, 2 providers
- e) Provide two medical providers on Thursdays from 5:00 p.m. to 7:30 p.m., for the STI Clinic (2.5 hours)
- f) Supervision 2.0 hours per week, as arranged, from 8:00 A.M. - 4:30, weekdays.
- g) Physician coverage on an on call basis for the Youth Services Center. The hours provided on an on-call basis are in addition to the 24 hours required by this Agreement.
- 4. Provide a physician who is called the "Primary Assigned Physician". The Primary Assigned Physician shall be an individual approved by the Health Director and will act as a liaison between LLCHD and Program Provider. Whenever the Primary Assigned Physician is not available to provide services, Program Provider shall provide alternate coverage at no additional cost to the City. Program Provider shall provide the Primary Assigned Physician's name, contact information, and maintain an answering service in order for LLCHD to contact the Primary Assigned Physician after working hours.
- 5. To the extent applicable, Program Provider shall follow the rules and regulations of LLCHD in the rendering of services by Program Provider and/or its employees when providing services required by this Agreement.
- 6. Program Provider shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb.Rev.Stat. §4-108 to §4-114 as amended.

When requested by the City, the Program Provider agrees to provide the following additional services:

1. Provide supervision for Shirley Tachenko-Achord, RN, MSN, NP, for contracted services of LLCHD to include STI Clinic, Refugee Health Clinic, and Every Woman Matters Clinic clinical hours not to exceed 20 hours per week.
2. Assist in other medical services offered by LLCHD which include primary care services, retrospective reviews as requested by LLCHD, and determining the need for a patient's medical care under the Lancaster County General Assistance Program.
3. Provide supervision of its employees, to include but not be limited to physician(s), physician assistants, nurse practitioners, employee(s), and student(s), pursuant to LLCHD policies.
4. Provide consultation relating to the electronic health record to be used for LLCHD clinic services as needed. Assure that Primary Assigned Physician and Employees complete all required training relating to the electronic health record.



The Program Provider and City enter into this Agreement for the City to:

1. Provide at its expense for all clinic sites to include all laboratory facilities, equipment and supplies necessary for the operation of the clinics, except for x-ray and pathology facilities.
2. Maintain and submit all necessary clinic documentation, including, but not limited to Medicare and/or Medicaid forms, government documents and medical charts.
3. Provide supervision and staff necessary to operate the clinics. LLCHD staff shall be under the supervision of the LLCHD, including staff discipline issues.

The parties realize that other needs of the LLCHD may arise or be identified, or programs and costs may change or be expanded from time to time. The parties agree to meet and discuss this Agreement annually. The Parties agree to cooperate in good faith with the other to meet changing needs and conditions.

III. TERM.

The term of this Agreement shall be thirteen months from December 1, 2009 and shall continue until completion of all the obligations of this Agreement, but in no event longer than January 1, 2011. Upon expiration of the term prior to completion, City shall pay the Program Provider for any services completed up to the date of expiration.

IV. COMPENSATION.

In consideration of the services to be performed by Program Provider, the City shall pay Program Provider \$104.00 per hour with a maximum monthly payment of \$9,984.00 per month. Payments shall be made in advance by quarterly installments due on or before January 1, 2010, April 1, 2010, July 1, 2010 and October 1, 2010. Program Provider shall provide a detailed invoice for all additional services provided at the request of the City.

V. PRIVACY.

The City is not a "covered entity" for purposes of HIPAA, however, the Program Provider agrees that it will treat patient information in a manner consistent with HIPAA's requirements for Protected Health Information (PHI). Specifically, the Program Provider agrees that it shall:

- A. Use appropriate safeguards to prevent misuse or inappropriate disclosure of patient information.
- B. Make patient information available to patients in a manner not inconsistent with HIPAA;
- C. Require all employees to comply with such restrictions;
- D. Report any improper use or disclosure of patient information immediately to the City.

VI. TERMINATION FOR BREACH.

Either party has the right to terminate this Agreement if the other party fails to perform as

required in this Agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party sixty (60) days written notice. Upon termination, the City shall pay Program Provider for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

VII. TERMINATION FOR CONVENIENCE.

City has the right to terminate this Agreement for any reason for its own convenience. If City terminates this Agreement for convenience, City shall provide Program Provider with sixty (60) days written notice of the termination. Upon termination, the City shall pay Program Provider for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

VII. TERMINATION FOR LACK OF FUNDING.

The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of City. In the event of unavailability of funds to pay any amounts due under this Agreement, City shall immediately notify the Program Provider and this Agreement shall terminate without penalty or expense to City. Upon termination, the City shall pay Program Provider for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

VIX. DUTIES GENERALLY.

The Program Provider agrees as follows:

- A. To timely and professionally complete the services as described above, and to furnish their labor and pay all their own costs, including any taxes, required to complete their services.
- B. To furnish everything reasonably necessary to complete the services unless specifically provided otherwise in this Agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to the services.
- D. To conduct all activities related to the services in a lawful manner.
- E. Provide and perform all necessary labor in a professional and workmanlike manner and in accordance with the provisions of this Agreement.

X. INDEPENDENT CONTRACTOR.

City is interested only in the results produced by this Agreement. The Program Provider has sole and exclusive charge and control of the manner and means of performance. The Program Provider shall perform as an independent contractor and it is expressly understood that neither the Program Provider nor any of its staff are employees of City and, thus they are not entitled to

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any City benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave.

XI. INSURANCE.

- A. Program Provider shall maintain General Liability Insurance at its own expense during the life of this Agreement, naming and protecting Program Provider and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this Agreement whether such operations by Program Provider and Program Provider's employees, students, or those directly or indirectly employed by Program Provider. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
1. All Acts or Omissions - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 2. Bodily Injury/Property Damage - \$1,000,000 each Occurrence; \$2,000,000 Aggregate; and
 3. Personal Injury Damage - \$1,000,000 each Occurrence; and
 4. Contractual Liability - \$1,000,000 each Occurrence; and
 5. Products Liability and Completed Operations - \$1,000,000 each Occurrence; and
 6. Medical Expenses (any one person) - \$10,000.
- B. Program Provider shall maintain as its own expense during the life of this Agreement, the following:
1. Professional liability insurance or self insurance coverage in the amount of \$500,000 per occurrence and \$1,000,000 in the annual aggregate and umbrella coverage extending such professional liability to an annual aggregate of not less than \$1,750,000 per occurrence and no limit on annual aggregate coverage through a combination of insurance and qualification under and participation in the Nebraska Hospital-Medical Liability Act covering the Program Provider, its employees and medical residents or students for claims under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged malpractice, professional negligence, failure to provide care, breach of contract or other claim based upon failure to obtain informed consent for an operation or treatment; and
 2. Professional liability insurance or self insurance coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate covering the Program Provider, its employees and medical residents or students for claims not falling under the Nebraska Hospital-Medical Liability Act for bodily injury or death on account of alleged errors or omissions or negligent acts in the performance of professional services rendered or that should have been rendered.
- C. The following shall be provided and attached to this Agreement by the Program Provider:
1. A copy of a valid Nebraska medical license; and
 2. A Certificate of Insurance for its General Liability Insurance and Professional Liability Insurance. The City of Lincoln shall be specifically named as an additional insured on the General Liability Insurance; and
 3. Proof of Workers' Compensation Insurance, where appropriate.



D. Program Provider is required to provide the City with thirty (30) day notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

XII. INDEMNIFICATION.

To the fullest extent permitted by law, Program Provider shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Program Provider, or anyone for whose acts any of them may be liable. This section will not require Program Provider to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This section survives any termination of this Agreement.

XIII. AUDIT PROVISION.

The Program Provider shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to this Agreement, as allowed by law.

XIV. FAIR EMPLOYMENT.

The Program Provider shall not discriminate against any employee (or applicant for employment) with respect to compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and *Neb. Rev. Stat. § 48-1122*, as amended.

XV. FAIR LABOR STANDARDS.

The Program Provider shall maintain Fair Labor Standards in the performance of this Agreement, as required by Chapter 73, Nebraska Revised Statutes, as amended.

XVI. NEBRASKA LAW.

This Agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.



XVII. INTEGRATION, AMENDMENTS, ASSIGNMENT.

This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

XVIII. SEVERABILITY & SAVINGS CLAUSE.

Each section and each subdivision of a section of this Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

XIX. CAPACITY.

The undersigned person representing the Program Provider does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the Program Provider to this Agreement.

IN WITNESS WHEREOF, the Program Provider and City do hereby execute this Agreement.



Arif A. Sattar, M.D.
Nebraska House Call Physicians, P.C.
PO Box 22359
Lincoln, NE , 68542

12/1/09

Date of Signature

Chris Beutler
Mayor of Lincoln
555 South 10 Street
Lincoln, NE 68508

Date of Signature